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IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

W. A. DREW EDMONDSON, in his)
capacity as ATTORNEY GENERAL)
OF THE STATE OF OKLAHOMA and)
OKLAHOMA SECRETARY OF THE)
ENVIRONMENT C. MILES TOLBERT,)
in his capacity as the)
TRUSTEE FOR NATURAL RESOURCES)
FOR THE STATE OF OKLAHOMA,)
)
Plaintiff,)
)
vs.) 4:05-CV-00329-TCK-SAJ
)
TYSON FOODS, INC., et al,)
)
Defendants.)

- - - - -

THE VIDEOTAPED DEPOSITION OF
ROBERT TAYLOR, PhD, produced as a witness on
behalf of the Defendants in the above styled and
numbered cause, taken on the 15th day of July, 2008,
in the City of Tulsa, County of Tulsa, State of
Oklahoma, before me, Lisa A. Steinmeyer, a Certified
Shorthand Reporter, duly certified under and by
virtue of the laws of the State of Oklahoma.

A P P E A R A N C E S

FOR THE PLAINTIFFS:

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1 FOR WILLOW BROOK: Ms. Jennifer Griffin
2 Attorney at Law
3 314 East High Street
4 Jefferson City, MO 65109
5 (Via phone)

1 (Whereupon, the deposition began at
2 9:00 a.m.)

3 VIDEOGRAPHER: We are now on the Record for
4 the deposition of Dr. Robert Taylor. Today is July
5 15th, 2008. The time is 8:59 a.m. Would counsel 08:59AM
6 please identify themselves for the Record?

7 MR. ELROD: John Elrod for Simmons.

8 MR. BASSETT: Woody Bassett for the
9 George's defendants.

10 MR. HIXON: Philip Hixon for Peterson 08:59AM
11 Farms.

12 MR. TUCKER: Colin Tucker for Cargill and
13 Cargill Turkey Production.

14 MR. RIGGS: Jennifer?

15 MS. GRIFFIN: Jennifer Griffin for Willow 08:59AM
16 Brook Foods.

17 MR. RIGGS: David Riggs for the State of
18 Oklahoma.

19 MS. XIDIS: Claire Xidis for the State of
20 Oklahoma.

21 VIDEOGRAPHER: Thank you. The witness may
22 be sworn in.

23 ROBERT TAYLOR, PhD
24 having first been duly sworn to testify the truth,
25 the whole truth and nothing but the truth, testified

1 MR. RIGGS: Object to the form.

2 A Cake-out or dry it out or completely remove it
3 and replace it.

4 Q But that recommendation might not be to remove
5 it or replace it; is that correct? 11:36AM

6 A Could be just to dry it out.

7 Q There could be other things that could be
8 done, such as increase the ventilation?

9 A Right.

10 Q Turn up the brooders? 11:36AM

11 A Yes.

12 Q Remove the wet cake?

13 A Right.

14 Q And if a service tech did ask the grower to
15 remove the litter, do you have any information as to 11:36AM
16 whether he would attempt to tell the grower what to
17 do with it?

18 A As far as I know, there's no attempt to tell
19 the grower what to do with it.

20 Q If there's not a specific issue such as wet 11:36AM
21 litter, who determines when to remove litter from a
22 poultry house?

23 A I guess the grower has some latitude in
24 cake-out or when it's completely replaced, but there
25 are differences from one kind of contract to 11:37AM

1 another, and I don't recall all of them, but I
2 recall in general. I don't know if the same applies
3 to the IRW cases where the integrator actually
4 provided the new litter, and a lot of them where
5 it's up to the grower, so --

11:37AM

6 **Q** But generally speaking, the grower can decide
7 whether to take his litter out or not?

8 **A** Within the guidelines established by the
9 integrator.

10 **Q** Assuming a grower has removed the litter from
11 his house, who decides whether he land applies that
12 or puts it to some other use?

11:38AM

13 **A** As far as I know, it's the grower.

14 **Q** Who decides where he land applies it, if he
15 decides to land apply it?

11:38AM

16 **A** Grower.

17 **Q** Who decides whether he sells it to someone?

18 **A** Grower.

19 **Q** Has it been your experience that growers
20 generally want the litter?

11:38AM

21 **A** Historically they wanted the litter, but in
22 the areas of the United States where -- that have
23 been identified as having or potentially having too
24 much litter and the high P levels, then it kind of
25 transitions from something that they want very

11:38AM

1 what all was introduced. I wasn't even there for
2 most of it.

3 Q So you don't -- the answer to my question is,
4 you don't have any actual contracts to show us that
5 illustrate that there's differences? 11:54AM

6 A No.

7 Q You reference on page -- the end of Page 8 and
8 beginning of Page 9, which is Paragraph 29 of your
9 report, recent contracts that cover longer time
10 periods? 11:55AM

11 A Yes.

12 Q And you state that Tyson's 2005 contract
13 covers three years; is that correct?

14 A Yes.

15 Q Are you aware that Tyson also offers 11:55AM
16 seven-year contracts to its growers?

17 A I have heard that, but the contracts I had, it
18 was a three-year.

19 Q Okay. Have you reviewed any of the Tyson
20 contracts or any of the other contracts involved 11:55AM
21 with any of these other companies to determine if
22 they provide for out-time pay?

23 A I have not reviewed them looking for that.

24 Q Do you know what out-time pay is; do you know
25 what I mean when I say that? 11:55AM

1 **A** When there are not birds there other than the
2 normal cycle.

3 **Q** So the basic concept of that would be if a
4 chicken company leaves a grower's house empty for an
5 extended period of time and that the company pays 11:55AM
6 that grower some money?

7 **A** I have not seen such a contract, but I was not
8 looking through there for it. I cannot recall ever
9 seeing one like that.

10 **Q** You don't know whether they exist in this 11:56AM
11 watershed or not?

12 **A** I do not.

13 **Q** Okay. In Paragraph 31 you state, integrators
14 typically mandate specifications for poultry houses
15 and equipment and often require growers to make 11:56AM
16 investments in upgrading equipment and facilities.

17 **A** Uh-huh.

18 **Q** Are you aware of a Tyson grower that's been
19 terminated for failing to make upgrades in equipment
20 and facilities? 11:56AM

21 **A** No.

22 **Q** Do you know whether Tyson typically does that
23 on a voluntary basis?

24 **A** I do not know the extent to which it's
25 voluntary encouraged or mandated. 11:56AM